UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:

Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al.,

Debtors.

Chapter 11 Case No.

(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

LBVN Holdings, L.L.C.

Name of Transferee

Name and Address where notices to transferee should be sent:

P.O. Box 1641

New York, New York 10150

E-mail: lbvn@lbvn.myhostedsolution.net

Phone: N/A

Last Four Digits of Acct #: N/A

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas

New York, New York 10019-6064 Attention: Andrew N. Rosenberg

Phone: (212) 373-3158 Facsimile: (212) 492-0158

E-Mail: arosenberg@paulweiss.com

Name and Address where transferee payments should be sent (if different from above): N/A

Goldman Sachs & Co.

Name of Transferor

Court Claim # (if known): 62743 Total Claim Amount: \$633,921,237.46

Amount of Claim as Filed with respect to ISIN

XS0257988484: <u>\$2,563,920.00</u>

Amount of Claim as Filed with respect to ISIN XS0257988484 to be Transferred: \$2,563,920.00 (or 100% of the Amount of Claim as Filed with respect

to ISIN XS0257988484)

Allowed Amount of Claim with respect to ISIN XS0257988484: \$2,554,390.39
Allowed Amount of Claim with respect to ISIN XS0257988484 to be Transferred: \$2,554,390.39 (or 100% of the Allowed Amount of Claim with respect to ISIN XS0257988484)

Date Claim Filed: November 2, 2009

Court Claim # (if known): 62744

Total Claim Amount: <u>\$1,442,845,973.76</u>

Amount of Claim as Filed with respect to ISIN XS0257988484: \$3,845,880.00

Amount of Claim as Filed with respect to ISIN XS0257988484 to be Transferred: \$3,845,880.00 (or 100% of the Amount of Claim as Filed with respect to ISIN XS0257988484)

Allowed Amount of Claim with respect to ISIN

XS0257988484: \$3,831,585.58
Allowed Amount of Claim with respect to ISIN
XS0257988484 to be Transferred: \$3,831,585.58 (or
100% of the Allowed Amount of Claim with respect

to ISIN XS0257988484)

Date Claim Filed: November 2, 2009

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attention: Michelle Latzoni Phone: (212) 934-3921 E-Mail: gsd.link@gs.com

PLEASE SEE ATTACHED EXHIBITS

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

LBVN HOLDINGS, L.L.C.

Transferee/Transferee's Agent

Date: April 1/4, 2013

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Goldman Sachs & Co. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to LBVN HOLDINGS, L.L.C. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (each a "Purchased Claim," and collectively, the "Purchased Claims"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claims, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claims or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claims, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claims, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claims, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claims, but only to the extent of each Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claims and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim collectively include all of the Purchased Claims specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claims; (g) Seller has provided a true and correct copy of the Notice of Proposed Allowed Claim Amount (each, a "Notice") for each Proof of Claim to the extent and in the form received from Seller's predecessor in interest, and no action was undertaken by Seller with respect to any Notice; and (h) on or around April 4, 2013, Seller received the third distribution relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (collectively, the "Third Distribution") and other than the Third Distribution, Seller has not received any payment or other distribution in full or partial satisfaction of the Transferred Claims.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall (a) promptly (but in any event no later than three (3) business days after the date of this Agreement and Evidence of Transfer) remit the Third Distribution to Purchaser, and (b) promptly (but in any event no later than three (3) business days after receipt) remit to Purchaser any payments, distributions, proceeds or notices (other than notices publicly available or sent directly to Purchaser) received by Seller after the date of this Agreement and Evidence of Transfer of Claim on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this Way of 2013.

GOLDMAN SACHS & CO.

Jeremiah Keefe Managing Director

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attn: Michelle Latzoni Email: gsd.link@gs.com Tel: (212)934-3921

Name

Title

LBVN HOLDINGS, L.L.C.

P.O. Box 1641 New York, NY 10150 E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to: Andy Rosenberg Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Phone: 212-373-3125 Fax: 212-492-0125 IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this What and of 2013.

GOLDMAN SACHS & CO.

30 Hudson Street, 5th Floor Jersey City, NJ 07302 Attn: Michelle Latzoni Email: gsd.link@gs.com Tel: (212)934-3921

LBVN HOLDINGS, L.L.C.

By: Name: Andrew N. Rosenberg Title: Authorized Signatory

P.O. Box 1641 New York, NY 10150 E-mail: lbvn@lbvn.myhostedsolution.net

With a copy to: Andy Rosenberg Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019-6064 Phone: 212-373-3125

Phone: 212-3/3-313 Fax: 212-492-0125

Transferred Claims

Purchased Claims

- 100% of Proof of Claim Number 58894 relating to ISIN XS0266833515 = USD 14,194,490.63 (in allowed amount);
- 100% of Proof of Claim Number 63602 relating to ISIN XS0232364868 = USD 11,933,477.47 (in allowed amount);
- 100% of Proof of Claim Number 62743 relating to ISIN XS0297183187 = USD 6,321,349.89 (in allowed amount); . ن
- 100% of Proof of Claim Number 62744 relating to ISIN XS0297183187 = USD 9,482,024.83 (in allowed amount);

4.

- 100% of Proof of Claim Number 46900 relating to ISIN XS0276438255 = USD 14,191,057.71 (in allowed amount);
- 100% of Proof of Claim Number 62743 relating to ISIN XS0326264917 = USD 5,676,423.09 (in allowed amount); 100% of Proof of Claim Number 62744 relating to ISIN XS0326264917 = USD 8,514,634.63 (in allowed amount); 9
- 34.024244% of ISIN XS0342777371 = USD 4,074,095.71 (in allowed amount);

7.

- 50.218180% of ISIN XS0342777371 = USD 6,013,173.69 (in allowed amount);
- 10. 100% of Proof of Claim Number 58221 relating to ISIN XS0352310485 = USD 7,095,528.86 (in allowed amount);
- 12. 100% of Proof of Claim Number 62743 relating to ISIN XS0257988484 = USD 2,554,390.39 (in allowed amount);

11. 100% of Proof of Claim Number 63660 relating to ISIN XS0216921741 = USD 7,236,850.46 (in allowed amount);

- 13. 100% of Proof of Claim Number 62744 relating to ISIN XS0257988484 = USD 3,831,585.58 (in allowed amount);
- 14. 100% of Proof of Claim Number 46900 relating to ISIN XS0273044940 = USD 7,095,528.85 (in allowed amount);
- 15. 100% of Proof of Claim Number 50355 relating to ISIN XS0301316906 = USD 2,900,156.55 (in allowed amount);
- 16. 100% of Proof of Claim Number 50351 relating to ISIN XS0301316906 = USD 4,350,234.83 (in allowed amount);

Schedule 1-1

772551v.4 153/05435

17. 100% of Proof of Claim Number 49737 relating to ISIN XS0272317131 = USD 7,095,529.00 (in allowed amount);

18. 100% of Proof of Claim Number 55829 relating to ISIN XS0334382065 = USD 5,179,736.07 (in allowed amount).

Lehman Programs Securities to which Transfer Relates

ISIN/CUSIP Issuer Guarantor Principal/Notional Allowed Amount	Principal/Notional
Amount	Amount
XS0266833515 Lehman Brothers Lehman Brothers EUR 10,000,000.00 USD 14,194,490.63 Treasury Co. B.V. Holdings Inc.	Lehman Brothers EUR 10,000,000.00 Holdings Inc.
XS0232364868 Lehman Brothers Lehman Brothers EUR 8,000,000.00 USD 11,933,477.47 Holdings Inc.	Lehman Brothers EUR 8,000,000.00 Holdings Inc.
XS0297183187 Lehman Brothers Lehman Brothers EUR 4,000,000.00 USD 6,321,349.89	Lehman Brothers EUR 4,000,000.00 Holdings Inc.
XS0297183187 Lehman Brothers Lehman Brothers EUR 6,000,000.00 USD 9,482,024.83 Holdings Inc.	Lehman Brothers EUR 6,000,000.00 Holdings Inc.
XS0276438255 Lehman Brothers Lehman Brothers EUR 10,000,000.00 USD 14,191,057.71 Holdings Inc.	Lehman Brothers EUR 10,000,000.00 Holdings Inc.
XS0326264917 Lehman Brothers Lehman Brothers EUR 4,000,000.00 USD 5,676,423.09 Treasury Co. B.V. Holdings Inc.	Lehman Brothers EUR 4,000,000.00 Holdings Inc.
XS0326264917 Lehman Brothers Lehman Brothers EUR 6,000,000.00 Holdings Inc.	Lehman Brothers Holdings Inc.
XS0342777371 Lehman Brothers Lehman Brothers EUR 2,807,000.14 USD 4,074,095.71 Holdings Inc.	Lehman Brothers EUR 2,807,000.14 Holdings Inc.
XS0342777371 Lehman Brothers Lehman Brothers EUR 4,142,999.86 USD 6,013,173.69 Treasury Co. B.V. Holdings Inc.	Lehman Brothers EUR 4,142,999.86 Holdings Inc.
XS0352310485 Lehman Brothers Lehman Brothers EUR 5,000,000.00 USD 7,095,528.86 Holdings Inc.	Lehman Brothers EUR 5,000,000.00 Holdings Inc.
XS0216921741 Lehman Brothers Lehman Brothers EUR 5,000,000.00 USD 7,236,850.46 Holdings Inc.	Lehman Brothers EUR 5,000,000.00 Holdings Inc.
XS0257988484 Lehman Brothers Lehman Brothers EUR 1,800,000.00 USD 2,554,390.39 Holdings Inc.	Lehman Brothers EUR 1,800,000.00 Holdings Inc.

62744	XS0257988484	Lehman Brothers	Lehman Brothers	EUR 2,700,000.00	USD 3,831,585.58	\$117,871.64
		I reasury Co. B.V.	Holdings Inc.			3
45000	370000004404040	Lehman Brothers	Lehman Brothers	oo 000 000 2 m.a	30 903 300 % (1911	\$218,280.80
	A302/3044940	Treasury Co. B.V.	Holdings Inc.	EUN 2,000,000.00	USD 1,075,026.00	
50355	20071210002	Lehman Brothers	Lehman Brothers	ETTE 2 000 000 000	11ST 2 000 156 65	\$89,217.94
	A30301310900	Treasury Co. B.V.	Holdings Inc.	EUN 4,000,000.00	USD 2,300,130.33	
	70071210002	Lehman Brothers	Lehman Brothers	ETTD 2 000 000 00	TIED 4 250 224 92	\$133,826.92
10000	XS0301310900	Treasury Co. B.V.	Holdings Inc.	EUR 3,000,000.00	USD 4,530,234.83	
	Venorenter	Lehman Brothers	Lehman Brothers	ETTE 5 000 000 00	119D 7 005 500 00	\$218,280.80
15/51	ASU2/231/131	Treasury Co. B.V.	Holdings Inc.	ביטיטטי,טטטי, ביטים	00:77C;CCO;1 GEO	
00000	370C0C1 CC00X	Lehman Brothers	Lehman Brothers	ETTD 3 650 000 00	TISD 5 170 736 07	\$159,344.98
	A30334362003	Treasury Co. B.V.	Holdings Inc.	EON 3,030,000.00	030 3,113,130.01	

Exhibit B

Proofs of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076	LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
New York, NY 10150-5076	Filed: USBC - Southem District of New York Lehman Brothers Holdings Inc., Et Al.	
In Re: Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)	08-13555 (JMP) 0000062743	
Debtors. (Jointly Administered)		
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on		
http://www.lehman-docket.com as of July 17, 2009	THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be Creditor) E 1110 + A 650 C 19 + 25, L. P.	sent if different from Check this box to indicate that this claim amends a previously filed claim.	
clo Elliuft Management corporation	Court Claim Number:	ä
Creditor) Elliott Associates, L.P. Clo Elliott Management corporation TIZ 5th Avenue, 35th Flour New York, N.Y. 10019 Telephone number: 212 974 6000 × 1310 Name and address where payment should be sent (if different from above)	FICE RELLIOTIMENT, CON Filed on: 10/30/09	
Telephone number: 212 974 6000 X Email Address: M STEPHANEE	LIGT+MGMT, COM	
Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:		
1. Provide the total amount of your claim based on Lehman Programs Securit Programs Securities as of September 15, 2008, whether you owned the Lehma and whether such claim matured or became fixed or liquidated before or after dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs Amount of Claim: \$ 633,921,237.46 (Required) Check this box if the amount of claim includes interest or other charges in	n Programs Securities on September 15, 2008 or acquired them thereafter, September 15, 2008. The claim amount must be stated in United States e filing this claim with respect to more than one Lehman Programs Securit	ity.
Provide the International Securities Identification Number (ISIN) for each		\vdash
this claim with respect to more than one Lehman Programs Security, you may which this claim relates.	attach a schedule with the ISINs for the Lehman Programs Securities to	
International Securities Identification Number (ISIN):	(Required) See attached schedule	
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such st than one Lehman Programs Security, you may attach a schedule with the Block relates.	for which you are filing a claim. You must acquire a Blocking Number curities on your behalf). If you are filing this claim with respect to more	
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instructi number:		
/Requir	ed) See attached schedule	
4. Provide the Clearstream Bank, Euroclear Bank or other depository participa you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank, Eurocountholder (i.e. the bank, broker or other entity that holds such securities or numbers.	nt account number related to your Lehman Programs Securities for which roclear Bank or other depository participant account number from your	nt
Accountholders Euroclear Bank, Clearstream Bank or Other Depository ! (Require		
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: B	FOR COUNTING ON V	
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream B disclose your identity and holdings of Lehman Programs Securities to the Debt reconciling claims and distributions.	ank or other depository to	
Date. Signature: The person filing this claim must sign it. Sign a	nd print name and title, if any, NOV 0 2 2009	
of the creditor or other person authorized to file this claim as number if different from the notice address above. Attach co any.	nd state address and telephone py of power of attorney, if	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or in		

STATEMENT OF CLAIM

A. Amount of Claim

In addition to the claim amounts specified otherwise, the claim includes interest and Claimant's out-of-pocket costs, including legal fees, in an amount that can not be currently calculated, but does not include additional amounts that may be claimed under applicable foreign law, or that may be asserted against other entities liable on such debt.

Claimant reserves the right to file other proofs of claim with respect to other claims Claimant may hold against Debtor. The amounts set forth herein are exclusive of other amounts owned to Claimant not based on Lehman Program Securities.

B. Reservation of Rights

Claimant expressly reserves the right to hereafter amend and/or supplement its Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amount reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Claimant to the Debtor. Except as stated hereinabove, all offsets and deductions have been taken into consideration in making this Proof of Claim.

Claimant's filing of this Proof of Claim is not, and shall not be deemed or construed as (a) a consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Claimant; (b) a waiver or release of Claimant's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) a consent by Claimant to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Claimant's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (e) a waiver of Claimant's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and/or (f) an election of remedies.

This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Claimant's Proof of Claim against the Debtor.

	6046236 6046235	PLUS	1.4244 1.4244 1.4244		XS0321455312 XS0321451246 XS0317422425 XS0362467150	
90782 90782	5EME//8231873449071610 5EME//2938742129081610 :SEME//9901143721081610 6046242 6046239	\$44,010.40 PLUS ACCRUED \$139,591.20 PLUS ACCRUED \$11,395.20 PLUS ACCRUED \$5,697,600.00 PLUS ACCRUED \$284,880.00 PLUS ACCRUED	1,4244 1,4244 1,4244 1,4244 1,4244	98,000.00 EUR 8,000.00 EUR 8,000.00 EUR 4,000,000.00 EUR 200,000.00 EUR	CH0027120747 CH0027120754 CH0027120754 CH0027183187 XS0297183187	ELIOTT ASSOCIATES, L.P. Q ELIOTT ASSOCIATES, L.P. Q ELIOTT ASSOCIATES, L.P. Q ELLIOTT ASSOCIATES, L.P. X ELLIOTT ASSOCIATES, L.P. X
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	ELLIOTT ASSOCIATES I P CH002712070	ELLIOTT ASSOCIATES I B VSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSSS	ELLIOTT ASSOCIATES, L.P. XS0262983262	ELLIOT ASSOCIATES, L.P. XS036668407	ELLIOTI ASSOCIATES, L.P. XS032405886	ELLIOTT ASSOCIATES, L.P. XS031741688	ELLIOTT ASSOCIATES, L.P. XS032352685	ELLIOTT ASSOCIATES, L.P. XS0226127784
	CH0027120705	P. XS0329609449	P. XS0262983264	P. XS0366684073	P. XS0324058865	P. XS0317416880	P. XS0323526854	P. XS0226127784
77,000.00	34,000,000 USD	80,000,000.00 USD	32,000,000.00 SGD	158,760,000.00 MXN	60,000,000.00 ILS	400,000.00 GBP	440,000.00 GBP	400,000.00 GBP
Š	8 8	So	GD 1.4254	XN 10.7423		BP 1.7998	BP 1.7998	BP 1.7998
\$633,921,237.46	\$1,260,000.00	1 \$80,000,000.00						
\$633,921,237.46 PLUS ACCRUED TOTAL	\$1,260,000.00 PLUS ACCRUED	\$80,000,000.00 PLUS ACCRUED	\$22,449,838.64 PLUS ACCRUED	\$14,778,957.95 PLUS ACCRUED	\$16,858,668.17 PLUS ACCRUED	\$719,920.00 PLUS ACCRUED	\$791,912.00 PLUS ACCRUED	\$719,920.00 PLUS ACCRUED
SEME//5403484/26081610	6046247	6046224	6046207	6046218	6046216	6046240	6046214	6046215
	90782	90782	90782	90782	90782	90782	90782	90782

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EPIO BANKRUPTCY SOLUTIONS, LLC

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United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station. P.O. Box 5076 New York, NY 10150-5076 In Re: Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP)	LEHMAN SECURITIES PR PROOF OF CLAI Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009	THIS SPACE IS FOR COURT US	E ONLY
Name and address of Creditor: (and name and address where notices should be Creditor) Elliott International, L.P. Clo Elliott Management corporation TIL 5th Avenue, 35th Flour New York, P.J. 10019 Telephone number: 212 974 6000 × 1310 Telephone number: 212 974 6000 × 1310 Name and address where payment should be sent (if different from above)	Claim amends a pre	ber:
Name and address where payment should be sent (if different from above) Telephone number: Email Address:	anyone eise nas me	im. Attach copy of
1. Provide the total amount of your claim based on Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after S dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs Amount of Claim: \$ \(\frac{1}{2} \frac{44}{3} \), \(\frac{845}{973} \), \(\frac{76}{36} \) (Required) \[\Boxed{Gequired} \] Check this box if the amount of claim includes interest or other charges in	Programs Securities on September 15, 2008 of acqueptember 15, 2008. The claim amount must be state filing this claim with respect to more than one Lehiccurity to which this claim relates. See 911-ched schedule of the files.	offed them thereafter, and in United States than Programs Security. state ment of Ugin,
2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may which this claim relates.	Lehman Programs Security to which this claim rela-	tes. If you are filing grams Securities to
International Securities Identification Number (ISIN): 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electron appropriate (each, a "Blocking Number") for each Lehman Programs Security from your accountholder (i.e. the bank, broker or other entity that holds such so than one Lehman Programs Security, you may attach a schedule with the Block relates.	c Reference Number, or other depository blocking r for which you are filing a claim. You must acquire a curities on your behalf). If you are filing this claim ing Numbers for each Lehman Programs Security to	eference number, as a Blocking Number with respect to more o which this claim
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number: (Requirements)	on Reservence Number and or other depository bi	ocking reserence
4. Provide the Clearstream Bank, Euroclear Bank or other depository participal you are filing this claim. You must acquire the relevant Clearstream Bank, Eu accountholder (i.e. the bank, broker or other entity that holds such securities or numbers.	oclear Bank or other depository participant account your behalf). Beneficial holders should not provide	their personal account
Accountholders Euroclear Bank, Clearstream Bank or Other Depository (Require	1)	
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: B consent to, and are deemed to have authorized, Euroclear Bank, Clearstream B disclose your identity and holdings of Lehman Programs Securities to the Debureconciling claims and distributions. Date. Signature: The person filing his claim must sign it. Sign a of the creditor or other person authorized to file this claim a number if different from the potice address above. Attach coany.	filing this claim, you ank or other depository to ors for the purpose of NOV 0 and print name and title, if any, and state address and telephone	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or it	pprisonment for up to 5 years, or both. 18 U.S.C. §§	152 and 3571

STATEMENT OF CLAIM

A. Amount of Claim

In addition to the claim amounts specified otherwise, the claim includes interest and Claimant's out-of-pocket costs, including legal fees, in an amount that can not be currently calculated, but does not include additional amounts that may be claimed under applicable foreign law, or that may be asserted against other entities liable on such debt.

Claimant reserves the right to file other proofs of claim with respect to other claims Claimant may hold against Debtor. The amounts set forth herein are exclusive of other amounts owned to Claimant not based on Lehman Program Securities.

B. Reservation of Rights

Claimant expressly reserves the right to hereafter amend and/or supplement its Proof of Claim, at any time, in any manner, and for any purpose including, but not limited to, the fixing of or supplementation to the amount reflected herein, and to assert rights of setoff or recoupment in relation to amounts, if any, determined to be owing by Claimant to the Debtor. Except as stated hereinabove, all offsets and deductions have been taken into consideration in making this Proof of Claim.

Claimant's filing of this Proof of Claim is not, and shall not be deemed or construed as (a) a consent by Claimant to the jurisdiction of the Bankruptcy Court or any other court with respect to proceedings, if any, commenced in any case or contested matter against or otherwise involving Claimant; (b) a waiver or release of Claimant's right to trial by jury in the Bankruptcy Court or any other court in any proceeding involving any of the matters set forth herein or related hereto; (c) a consent by Claimant to a jury trial in the Bankruptcy Court or any other court in any other proceeding involving any of the matters set forth herein or related hereto; (d) a waiver or release of Claimant's right to have any non-core proceedings determined by the United States District Court under *de novo* review; (e) a waiver of Claimant's right to seek withdrawal of the United States District Court's referral of the Bankruptcy Case and/or any proceedings related to the Bankruptcy Case to the Bankruptcy Court; and/or (f) an election of remedies.

This Statement of Claim is expressly incorporated by reference into, and thereby made a part of, Claimant's Proof of Claim against the Debtor.

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ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	•	ELLIOTT INTERNATIONAL, L.P.	•	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.		ELLIOTTINTERNATIONAL L.P.	ELLOTT INTERNATIONAL LP.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL I P	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.		ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL - D	ELLOT INTERNATIONAL LT	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	ELLIOTT INTERNATIONAL, L.P.	Fund									
XS0317422425 XS0326006540	XS0321455312 XS0321451246	XS0317422771	XS0297183187	CH0027120747	CH0027120697	CH0027120689	XS0257101856	XS0257988484	XS0268043709	-XS0163559841	XS02/412/009	XS0218304458	XS0313100678	XS0315504323	XS0126813053	XS0285045943	XS0300113841	XS0215760777	XS0209131001	XS0293892419	XS0213899510	XS0183944643	XS0193035358	XS0288579260	XS0214267923	XS0300055547	XS0272543900	XS0254171191	XS0282937985	XS0128857413	XS0257022714	XS0252835110	XS0307745744	XS0224346592	XS0213416141	XS0292529129	XS0269529136	CH0026965062	CH0026915527	CH0027120671	CH0027120663	XS0330134007	tsin Prin
600,000,00 EUR 57,880,000.00 EUR	_	_	6,000,000,00 EUR		99,000.00 EUR	313,000.00 EUR				122:000:00 EUR			1,200,000.00 EUR						3,000,000.00 EUR	138,000,000.00 EUR	21,000,000.00 EUR			_	_	-					13,775,000.00 EUR		5,850,000.00 EUR	8,380,000.00 EUR			1,200,000,00 CHF			_	2,038,000.00 CHF	10,200,000.00 AUD	Principal Amount of Bonds Currency FX Rate
1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1,4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1.4244	1,4244	1.4244	1.4244	1.4244	1.4244	1 4244	1,4244	1.4244	1.4244	1.4244	1,4244	1.1158	1.1158	1.1158	1.1158	1.1158	1,1158	0.8065	
\$854,640,00 PLUS ACCRUED \$82,444,272.00 PLUS ACCRUED			\$17,092.80 PLUS ACCRUED						\$299,124.00 PLUS ACCRUED	\$173.776.80 PLUS ACCRUED	\$2,001,282.00 PLUS ACCRUED		\$1,709,280.00 PLUS ACCRUED						\$4,273,200.00 PLUS ACCRUED		\$29,912,400.00 PLUS ACCRUED										\$19,621,110.00 PLUS ACCRUED		\$8,332,740.00 PLUS ACCRUED	\$11,936,472.00 PLUS ACCRUED			\$1.075,461.55 PLUS ACCRUED		_		\$1,826,492.20 PLUS ACCRUED	\$8,226,300.00 PLUS ACCRUED	Amount of Claim
6046391	6046373	6046370	:SEME//1204/85/21081610	:SEME//7897344129081610	:SEME//4033915049071610	6046366	6046363	6046361	6046360	8059809	6046357	6046356	6046355	6046353	6046352	6046351	6046350	6046349	6046348	6046344	6046342	6046341	6046340	6046339	6046338	6046336	6046335	6046334	6046332	6046331	6046329	6046328	6054683	6046326	6046325	6052802	6052555	6046371	6046368	6046365	6046364	6046372	BLOCKING REFERENCE NUMBER EUROCLEAR ACCOUNT # CLEARSTREAM ACCOU
90782 90782 22642	90782	90782	90787			90782	90782	90782	90782	90787	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90782	90787	90782	90782	90782	90782	90782	90782	22449	22449	90782	90782	90782	90782	90782	COUNT # CLEARSTREAM ACCO

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XS0223109926 CH0027120705 XS0304156986	X50262983264 X50268040192 XS0329609449	JP584117A5A9 XS0366684073	XS0324058865	XS0317416880 XS0362467150	XS0226127784 XS0323526854	XS0299141332	XS0245046544 XS0362467150	XS0300055547 XS0376006540	XS0252835110 XS0138439616	XS0307745744	XS0252834576 XS0224346592	XS0366330776
1,890,000.00 USD 35,000.00 USD 5,400,000.00 USD	15,000,000,00 SGD 120,000,000 OO USD			28 050 000 00 GBP	600,000.00 GBP 660,000.00 GBP				21,240,000.00 EUR 15,600,000.00 EUR	_	89.290.000.00 EUR	_
	1,4254	104.65	3.559	1.7998 1.7998	1.7998 1.7998	1.7998	1 4244	1.4244	1.4244	1.4244	1.4244	1.4244
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90782 22449	90782 90782	90782	90782	90782 22642	90782 90782	90782	22449	22642 22449	22642 22642	22642	22642 22642	22642